

Clinton County Board  
April 21, 2003

The April meeting of the Clinton County Board was called to order by Sheriff Mike Kreke on Monday, April 21, 2003, at 7:00 p.m.

**Roll call:** Present - Beckman, Fix, Foppe, Guthrie, Hitpas, Holtgrave, Kloeckner, Lampe, Mensing, Murray, Pingsterhaus, Robbins, Craig Taylor and Jack Taylor.

The Pledge of Allegiance was recited. After the Pledge of Allegiance, States Attorney Stan Brandmeyer led the members in a prayer for the safe return of our soldiers in Iraq. All visitors and guests introduced themselves.

**MOTION** by Lampe second by Craig Taylor to approve the minutes of the March meeting. **MOTION CARRIED.**

First readings of appointments: Herb Pingsterhaus - Carlyle Fire Protection District; James Lampe - Aviston Fire Protection District; Bob Newkirk - Carlyle Fire Protection District; Donald Timmermann - Santa Fe Fire Protection District; Maurice Buehne - St. Rose Fire Protection District; Tom Padfield - Sugar Creek Township Fire Protection District; Ernest Fruend - Shattuc Lighting District; Jeanne White - New Memphis Sanitary District; Robert Oestringer - New Memphis Sanitary District; Mike Schumacher - St. Rose Sanitary District. The Board received notification that Daniel Ketterer was appointed as Trustee of Wheatfield Township Fire Protection District and James Fleege was appointed Trustee of the Wade Township Fire Protection District.

**MOTION** by Holtgrave second by Sullivan to approve the appointment of Steve Horstmann as Trustee of the Clin-Clair Fire Protection District for a three year term. **MOTION CARRIED.**

**MOTION** by Lampe second by Beckmann to approve the appointment of Duane Kampwerth as Trustee of the Germantown Fire Protection District for a three year term. **MOTION CARRIED.**

**MOTION** by Mensing second by Pingsterhaus to approve the appointment of Edmund Thole as Trustee of the Clin-Clair Fire Protection District for a five year term. **MOTION CARRIED.**

**MOTION** by Mensing second by Sullivan to approve the appointments of Robert E. Kehrer, Robert C. Kehrer and Steve Kehrer as Trustees of the New Memphis Public Water District for five year terms. **MOTION CARRIED.**

**MOTION** by Mensing second by Craig Taylor to approve the appointment of David Vandeloo and Ben Varel as Trustees of the Carlyle Southwest Public Water District for five year terms. **MOTION CARRIED.**

**MOTION** by Sullivan second by Foppe to approve the appointment of Larry Goebel as Trustee of the St. Rose Public Water District for a five year term. **MOTION CARRIED.**

**MOTION** by Sullivan second by Holtgrave to approve the appointment of Jane Kehrer as Trustee of the New Memphis Lighting District for a three year term. **MOTION CARRIED.**

**MOTION** by Mensing second by Fix to approve a resolution recognizing the Breese/Beckemeyer Grade School Girls Basketball Team on winning first place in state competition in Southern IL Junior High School Athletic Association. **MOTION CARRIED.**

**MOTION** by Mensing second by Holtgrave to approve a resolution recognizing the Central High School District #71 Basketball Team on participating in the "Elite Eight" competition of the Illinois High School Association. **MOTION CARRIED.**

Ike Leeper of the University of IL Cooperative Extension Service gave a report on different programs the Extension Service provides for county residents. He introduced Steve Kasten who gave a report of the Agricultural and Natural Resources program that he is in charge of. Ike Leeper

is retiring this month and he introduced Lynn Wise from the Bond County Extension Office who has been temporarily appointed to fill his position for the next three to six months. Leeper thanked the Board for the excellent cooperation he has always received.

County Clerk Tom LaCaze read a letter he received from Dan Imming concerning solicitation he receives from different companies requesting he place advertisements in their printings of county maps and wants to know if there is a committee that monitors this type of request. Board Member Jack Taylor said companies do send out these type of solicitation requests but they are not connected with the county.

**MOTION** by Hitpas second by Mensing to refer a resolution entitled "Resolution to include compensation directed into a Retirement Health Savings Plan as IMRF earnings" (IMRF form 6.73) to the Negotiation Committee for their recommendation. **MOTION CARRIED.**

Chairman Ray Kloeckner reported he received a letter from the IL Department of Agriculture regarding the proposed Mueller Hog Facility south of Bartelso. They are needing additional information from Mueller before they can make a determination of the site.

**911 COMMITTEE** - There is still a problem with numbers not appearing on houses or mail boxes. The Committee would like the county to send a letter to the municipalities to encourage them to have their residents display their numbers in a prominent location.

**INSURANCE TRUST** - The county has received a copy of the Trust's audit for fiscal year ending August 31, 2002. The audit reveals that we've had a bad investment experience due to stock market conditions. The new Trust which was started in September 2003 is slated to run about 13 years. The Trust's investments are now showing signs of improvement. Health Insurance - The County had agreed to set aside \$250,000.00 in funds to pay for health care claims that would be reported under the old Trust that was dissolved January 31, 2003. At that time \$261,000 in claims had been paid from the old Trust of which our share was \$159,000.00. Next week the County will be receiving a bill for \$98,658.00 which represents the county's 37.8% share of claims that had not been submitted as of January 31, 2003. This amount will exceed the \$250,000.00 that had been set aside initially and there are still some bills that have not yet been received for payment. Foppe is requesting the county add transfer \$25,000.00 to the fund to cover these claims. **MOTION** by Foppe second by Jack Taylor to add another \$25,000.00 to the \$250,000.00 the county had approved previously for payment. **MOTION CARRIED.**

The following committees had no report: Lake Task Force, Negotiation, Economic Development, Personnel, Agriculture, and Economic Development.

**UNINCORPORATED AREA IMPROVEMENT COMMITTEE** - There is a meeting scheduled for Thursday, April 24th at 7:00 p.m.

**SAFETY COMMITTEE** - The next meeting is scheduled for April 28th at 9:00 a.m. Carlyle Fire Protection District Trustee Jim Loepker was present to talk about the Fire District's role in the ambulance service. Carlyle Fire Protection District currently levies taxes to provide ambulance service to five special service areas. The cost of providing service has been running about \$258,000.00 annually. Medstar Ambulance Service, who provides the service through the Fire District is having problems collecting fees for their service. The District is very seriously looking at getting out of the "ambulance business". He would like to see the county appoint someone to look into getting all the special service areas to work together, possibly through a mutual aid agreement. Board member Lampe did not think the Board can make a recommendation at this time. Chairman Kloeckner asked the committee look into the ambulance situation. Board Member Jack Taylor asked Loepker if the Fire District considered going from a three member board to a five member board. It would require a resolution from the Fire District to the County Board that they be allowed to do so.

**EDUCATION COMMITTEE** - The next meeting is scheduled for Thursday, May 1st at 4:30 p.m.

**708 MENTAL HEALTH BOARD COMMITTEE** - The meeting is scheduled for Tuesday, April 22nd at 7:00 p.m.

**RC&D COUNCIL** - The annual meeting was held last month at Trenton with the election of officers. The next meeting will be May 20, 2003 at Mascoutah. Funding for playground equipment is on the agenda for that meeting.

**SOLID WASTE COMMITTEE** - The next meeting is scheduled for Monday, April 28th at 7:00 p.m.

**TOURISM COMMITTEE** - The Committee met with Southeast Tourism on the scenic byway on Route 50. Will have another meeting next month.

**GIS COMMITTEE** - The committee met with the 911 Committee concerning different proposals of achieving the base line and numbering system that will meet the requirements of the county offices involved with the GIS system. There was a proposal that would meet the county requirements that was approximately \$100,000.00, but the Committee felt the project needed to be put out on bids and approved by the county board. The fly-over photography cannot be done now until December when the trees loose their leaves. Committee Chairman Foppe respectfully asks the Chairman to accept his resignation from this committee because of time constraints. Chairman Kloeckner thanked Foppe for the good work he did on the committee and asked that Robert Fix be appointed to replace Foppe on the Committee. He also appointed Mark Beckmann to serve as Chairman of the Committee. **MOTION** by Jack Taylor second by Jim Sullivan to accept Foppe's resignation and approve the appointment of Fix to the Committee. **MOTION CARRIED.**

**ZONING/SUBDIVISION COMMITTEE - MOTION** by Jack Taylor second by Don Murray to approve a request from John Henss for a Map Change from A to AR for a 10 acre tract located in Section 31 of Sugar Creek Township. **MOTION CARRIED.**

**MOTION** by Hitpas second by Robbins to approve a request from Randy Owens for a Map Change from R2 to Commercial for 9.2 acres located in Section 13 of Brookside Township. **MOTION CARRIED.**

**MOTION** by Beckmann second by Murray to approve the following Amendment Text Change: Article 4 - R2, Subsection 4-3.1 Permitted Uses: remove duplexes from this section. Subsection 4-3.2 Special Uses: add duplexes to this section. **MOTION CARRIED.**

**MOTION** by Craig Taylor second by Mensing to approve the second and final reading of Sugarcreek Estates Subdivision located in Sugar Creek Township. **MOTION CARRIED.** There are still issues that need to be resolved with the County Engineer and Zoning.

**MOTION** by Craig Taylor second by Mensing to approve the second and final reading of Rose Hill Terrace Subdivision located in St. Rose Township. **MOTION CARRIED.** There are still issues that need to be resolved with the County Engineer and Zoning.

**MOTION** by Mensing second by Pingsterhaus to waive the first reading of Leonard Cox's Subdivision. **MOTION CARRIED.**

**MOTION** by Craig Taylor second by Fix to approve the second and final reading of Leonard Cox's Subdivision located in Wheatfield Township. **MOTION CARRIED.**

**LAW ENFORCEMENT/ESDA/WELFARE COMMITTEE** - The Welfare Committee has been incorporated into the Law Enforcement/ESDA Committee.

**MOTION** by Pingsterhaus second by Holtgrave to approve a resolution increasing the number of persons eligible to be included in the SLEP (Sheriff's Law Enforcement Personnel) Program to a total of Thirty-Three (33) participants. **MOTION CARRIED.**

Sheriff Kreke reported Clinton County participates in the SARA (St. Louis Area Regional Abduction) Alert Program because KMOX of St. Louis is our emergency alert system radio station and they service our area. Kreke also reported he is working with the States Attorney on an ordinance concerning adult entertainment in the County.

**ROAD AND BRIDGE COMMITTEE - MOTION** by Mensing second by Sullivan to approve a

resolution awarding the bid for Township MFT road oil to Don Anderson Co. of Hoffman. **MOTION CARRIED.**

**MOTION** by Hitpas second by Jack Taylor to approve a resolution awarding the bid for County MFT road oil to Don Anderson Co. of Hoffman. **MOTION CARRIED.**

**MOTION** by Craig Taylor second by Jack Taylor to approve a resolution awarding the bid for MFT HFE-300 asphalt to mix with rock for the townships to Marathon Ashland Petroleum. **MOTION CARRIED.**

**MOTION** by Pingsterhaus second by Guthrie to approve a resolution awarding the bid for MFT HFE-300 asphalt to mix with rock for the County to Marathon Ashland Petroleum. **MOTION CARRIED.**

**MOTION** by Holtgrave second by Hitpas to approve a resolution awarding the bid for MFT bituminous concrete mixtures to Keyesport Asphalt. **MOTION CARRIED.**

**MOTION** by Sullivan second by Craig Taylor to approve a resolution awarding the bid for materials from County funds for road oil to Don Anderson Co. of Hoffman. **MOTION CARRIED.**

**MOTION** by Mensing second by Guthrie to approve a resolution awarding the bid for materials from County funds for bituminous concrete mixtures to Keyesport Asphalt. **MOTION CARRIED.**

**MOTION** by Jack Taylor second by Sullivan to approve a resolution to take the salary of the County Engineer from Motor Fuel Tax funds. **MOTION CARRIED.**

**MOTION** by Beckmann second by Lampe to approve a resolution to approve a permit for the Corps of Engineers to bore across CH#20 (Lake Road) for a sewer line. **MOTION CARRIED.**

**MOTION** by Sullivan second by Holtgrave to approve a resolution to approve a permit for the Village of Aviston to cross CH#8 with a water line. **MOTION CARRIED.**

**MOTION** by Foppe second by Beckmann to approve a resolution to approve an intergovernmental agreement with the IL Department of Transportation for the GIS Project and Chairman Kloeckner sign the grant. Funding of the grant will be \$80,000 State and \$20,000 County. **MOTION CARRIED.**

Engineer Mitchell reported the conservation plan for the Wiedle Road Project has been submitted. The letting for the Aviston box culvert on Russland Road will be April 25th in Springfield. IDOT will open bids for CH#8 over Sugar Creek west of Damiansville in Springfield on June 13th.

**MOTION** by Jack Taylor second by Sullivan to approve a resolution appropriating \$115,000.00 from the County Bridge Fund for Section 88-00046-00-BR. **MOTION CARRIED.**

**MOTION** by Jack Taylor second by Mensing to approve a resolution appropriating \$30,000.00 from County Matching Funds for Section 88-00047-00-BR. **MOTION CARRIED.**

**MOTION** by Jack Taylor second by Holtgrave to approve a resolution authorizing the Board Chairman and Engineer to sign necessary paperwork for Section 88-00047-00-BR. **MOTION CARRIED.**

Engineer Mitchell reported the Highway Department has begun work on the CH#6 (Bartelso Road) Resurfacing Project.

**FINANCE/HEALTH SERVICES COMMITTEE** - The Clinton County Farm Bureau Ag Foundation is request \$3,500.00 donation from the County to assist them in promoting education of the Agriculture for Pre-K through 4th grade students. **MOTION** by Jack Taylor second by Hitpas to approve payment of \$3,500.00 to the Farm Bureau. **MOTION CARRIED.**

**MOTION** by Jack Taylor second by Mensing to approve the monthly budget and financial reports of the Treasurer's Office. **MOTION CARRIED.**

Treasurer Mueller reported the oil check received this month was for \$6,253.33.

**MOTION** by Jack Taylor second by Lampe to approve the City of New Baden's request for their Special Service Areas surplus funds in the amount of \$9,358.00. **MOTION CARRIED.**

Treasurer Mueller reported Exxon and Monterey Coal Company have requested an audit of the Pearl Sand Account. The guidelines are changing on the Revolving Loan Fund Account.

**MOTION** by Mensing second by Craig Taylor to send the billing from Glass and Shuffet for the audit work for the PBC to the Public Building Commission. **MOTION CARRIED.**

**MOTION** by Jack Taylor second by Fix to approve payment to Glass and Shuffet for the following: Annual audit report - \$8,250.00, Circuit Clerk's Office audit - \$1,625.00 and additional work for offices - \$1,380.00. **MOTION CARRIED.**

**MOTION** by Holtgrave second by Fix to approve payment of \$1,992.50 to Dan Jansen for new telephones and labor which was a result of the water damage. **MOTION CARRIED.**

**MOTION** by Mensing second by Robbins to approve payment of \$4,190.00 to the Tourism Bureau of Southwestern Illinois from the Hotel/Motel Tax Fund. **MOTION CARRIED.**

**MOTION** by Jack Taylor second by Foppe to approve payment of \$33,427.61 to Hennigen & Associates from the Pearl Sand Account for the Germantown project. **MOTION CARRIED.**

**MOTION** by Jack Taylor second by Beckmann to approve payment of \$12,817.87 to Holthaus and DeMoss from the Pearl Sand Account for the Germantown project. **MOTION CARRIED.**

**MOTION** by Jack Taylor second by Murray to approve payment of \$32,135.50 to Hennigen & Associates from the Pearl Sand Account for the Germantown project. **MOTION CARRIED.**

**MOTION** by Jack Taylor second by Sullivan to approve payment of \$159.00 - Breese Journal, \$198.00 - Village of Albers, and \$1,180 - Mark Stedelin, Attorney from the Pearl Sand Account for the Albers project. **MOTION CARRIED.**

The annual report of the Clinton County Health Department was presented.

**MOTION** by Craig Taylor second by Sullivan to approve a donation of \$1,500.00 to the Trenton Senior Citizens Center and \$1,500.00 to the Carlyle Senior Citizens Center. **MOTION CARRIED.**

**FACILITIES COMMITTEE** - The Committee has been looking into the ongoing problems of the heating and cooling system in the Court House. The Committee wants to know if the Board wants to turn the matter over to the Public Building Commission to take care of. The Commission has funds that could be used to fix the problems. Control Technology has looked at the system and they would do a survey of it and give options for repairs. **MOTION** by Craig Taylor second by Sullivan to let the Public Building Commission handle the heating and cooling system problem. **MOTION CARRIED.**

**GENERAL SERVICES COMMITTEE** - The Committee had met with Mike Meyer of Manatron concerning the computer system for township assessors. At this time a new system is not feasible, but there will be grants available in the future. The Committee reported Supervisor of Assessments Linda Mensing will continue to work with Manatron and when the grants become available she will report back to the Board.

**LIQUOR COMMITTEE** - The County has received an application for a liquor license for the old Fin & Feather Supper Club and interest in re-opening Owl's Bend Tavern. **MOTION** by Holtgrave second by Robbins to waive the 30 day waiting period for Frank Mead's application for the Supper

Club location. **MOTION CARRIED.**

**MOTION** by Mensing second by Hitpas to approve payment of the General Claims. **MOTION CARRIED.**

**MOTION** by Jack Taylor second by Craig Taylor to approve payment of the General Services Claims. **MOTION CARRIED.**

**MOTION** by Holtgrave second by Mensing to approve payment of the Regular Finance Claims. **MOTION CARRIED.**

**MOTION** by Sullivan second by Pingsterhaus to approve payment of the Jail Finance Claims. **MOTION CARRIED.**

**MOTION** by Foppe second by Jack Taylor to approve payment of the Mental Health Board Claims. **MOTION CARRIED.**

**MOTION** by Guthrie second by Jack Taylor to approve payment of the Health Department Claims. **MOTION CARRIED.**

**MOTION** by Hitpas second by Holtgrave to approve payment of the WIC Board Claims. **MOTION CARRIED.**

**MOTION** by Murray second by Craig Taylor to approve payment of the Highway Department Claims. **MOTION CARRIED.**

**MOTION** by Robbins second by Sullivan to go into executive session to discuss a personnel matter. Roll call: Yes - Beckmann, Fix, Foppe, Guthrie, Hitpas, Holtgrave, Lampe, Mensing, Murray, Pinstershaus, Robbins, Sullivan, Craig Taylor and Jack Taylor. **MOTION CARRIED.**

The Board went into executive session.

**MOTION** by Robbins second by Mensing to go back into regular session. **MOTION CARRIED.**

No action was taken on the personnel matter.

**MOTION** by Robbins second by Mensing to adjourn the meeting. **MOTION CARRIED.**

Ray Kloeckner  
Board Chairman

S/\_\_\_\_\_  
County Clerk

**04-03-01** (See May 2003 for resolution for Albers S/D #62 Volleyball Team)

**04-03-02**

**WHEREAS**, the Clinton County Board of Clinton County, Illinois, has a policy of recognizing excellence in any field of endeavor by Clinton County residents; and

**WHEREAS**, the Clinton County Board desires to recognize the athletic achievement of students in Clinton County; and

**WHEREAS**, Breese/Beckemeyer School District #12 "Lady Bobcats" Basketball Team has distinguished itself by winning first place in the state competition of the Southern Illinois Junior High School Athletic Association, Class "S", in the State of Illinois;

**NOW, THEREFORE, BE IT RESOLVED** by the Clinton County Board at their regular meeting, April 21, 2003, that the Breese/Beckemeyer Lady Bobcats Basketball Team be recognized for its outstanding achievement.

**Dated** this 21<sup>st</sup> day of April, 2003.

Attest: S/ Thomas LaCaze, County Clerk

S/ Ray Kloeckner, Chairman

**#04-03-03**

**WHEREAS**, the Clinton County Board of Clinton County, Illinois, has a policy of recognizing excellence in any field of endeavor by Clinton County residents; and

**WHEREAS**, the Clinton County Board desires to recognize the athletic achievement of students in Clinton County; and

**WHEREAS**, Central Community High School District #71 "Cougars" Basketball Team has distinguished itself by participating in the Elite Eight competition of the IL High School Association, Class A, in the State of Illinois;

**NOW, THEREFORE, BE IT RESOLVED** by the Clinton County Board at their regular meeting, April 21, 2003, that the Central Cougars Basketball Team be recognized for its outstanding achievement.

**Dated** this 21<sup>st</sup> day of April, 2003.

Attest: S/ Thomas LaCaze, County Clerk

S/ Ray Kloeckner, Chairman

**#04-03-04**

**(SLEP) SHERIFF'S LAW ENFORCEMENT PERSONNEL**

**WHEREAS**, the Clinton County Sheriff's Office has requested that the number of employees eligible for the Sheriff's Law Enforcement Personnel (SLEP) Program under the IL Municipal Fund be increased; and

**WHEREAS**, Clinton County agrees that an additional 4 persons may be included under SLEP for a total of Thirty-three (33);

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the number of employees in Sheriff's Law Enforcement Personnel (SLEP) be increased to a total of thirty-three.

**DATED** at Carlyle this 21<sup>st</sup> day of April, 2003.

**SEAL**

S/ Thomas LaCaze, County Clerk

**#04-03-05**

**ZONING ORDINANCE AMENDMENT TEXT CHANGE**

**MOTION** by Beckmann second by Murray to approve the following Amendment Text Change: Article 4-3.1 Permitted Uses: remove duplexes from this section. Subsection 4-3.2 Special Uses: add duplexes to this section. **MOTION CARRIED.**

**#04-03-06**

**WHEREAS**, bids were received at a letting held on April 21, 2003 at 10:00 a.m. at the Clinton County Highway Department for the purchase of bituminous materials required in the maintenance of the Various Road District Sections, Breese 03-01000-00-GM; Brookside 03-02000-00-GM; Carlyle 03-03000-00-GM; Clement 03-04000-00-GM; East Fork 03-05000-00-GM; Germantown 03-06000-00-GM; Irishtown 03-07000-00-GM; Lake 03-08000-00-GM; Lookingglass 03-09000-00-GM; Meridian 03-10000-00-GM; Santa Fe 03-11000-00-GM; St. Rose 03-12000-00-GM; Sugar Creek 03-13000-00-GM; Wade 03-14000-00-GM; and Wheatfield 03-15000-00-GM.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board at the regular meeting held on the 21<sup>st</sup> day of April 2003, does hereby make the following awards subject to the approval of the IL Department of Transportation:

**TO: Don Anderson Co., P.O. Box 227, Hoffman, IL 62250**

Breese Road District - 40,000 gals HFE-150 @ \$0.833 per gallon. 5,000 gals E-2, E-3 or E-4 Road oil @ \$1.01 per gallon.

Brookside Road District - 11,000 HFE-150 @ \$0.833 per gallon. 5,000 gals. MC-800 Liquid Asphalt @ \$1.095 per gallon. 4,600 gals SC-800-or SC-3000 Liquid Asphalt @ \$1.01 per gallon

Carlyle Road District - 9,825 gals HFW-150 @ \$0.833 per gallon. 4,800 gals MC-800 @ \$1.095 per gallon.

Clement Road District - 25,000 gals. HFE-150 @ \$0.833 per gallon. 4,800 SC-3000 or SC-800 @ \$1.01 per gallon.

East Fork Road District - 5,000 gals SC-3000 or SC-800 @ \$1.01 per gallon. 11,000 gals MC-800 @ \$1.095. 10,000 gals HFE-150 @ \$0.833 per gallon. 500 gals MC-250 @ \$1.115 per gallon.

Germantown Road District - 22,500 gals HFE @ \$0.833 per gallon. 10,000 gals MC-800 @ \$1.095 per gallon.

Irishtown Road District - 25,200 gals SC-3000 or SC-800 @ \$1.04 per gallon.

Lake Road District - 5,100 gals SC-3000 or SC-800 @ \$1.01 per gallon. 23,000 gals HFE @ \$0.833 per gallon

Lookingglass Road District - 41,000 gals HFE-150 @ \$0.833 per gallon. 5,000 gals MC-800 @ \$1.095 per gallon. 2,000 gals MC-30 @ \$1.103 per gallon.

Meridian Road District - 30,000 gals HFE-150 @ \$0.833 per gallon. 4,800 gals SC-3000 or SC-800 @ \$1.01 per gallon. 5,000 gals MC-800 @ \$1.095 per gallon.

Santa Fe Road District - 35,500 gals HFE @ \$0.833. 5,000 gals MC-800 @ \$1.095 per gallon. 1,500 gals MC-30 @ \$1.103 per gallon.

St. Rose Road District - 17,500 gals HFE @ \$0.833. 5,000 gals E-2, E-3 or E-4 @ \$1.01 per gallon. 4,900 gals SC-3000 or SC-800 @ \$1.01 per gallon. 5,000 gallons MC-800 @ \$1.095 per gallon.

Sugar Creek Road District - 22,000 gals HFE-150 @ \$0.833 per gallon. 5,000 gals MC-800 @ \$1.095 per gallon. 5,000 gallons MC-30 @ \$1.103 per gallon.

Wade Road District - 29,850 gals HFE-150 @ \$0.833. 9,000 gallons MC-800 @ \$1.095 per gallon.

Wheatfield Road District - 11,800 gals E-2, E-3 or E-4 @ \$1.01 per gallon. 25,000 gals HFE-150 @ \$0.833 per gallon. 5,000 gals MC-800 @ \$1.095 per gallon. 4,000 gals MC-30 @ \$1.103 per gallon.

**TO: Marathon Ashland Petroleum, P.O. Box 35, St. Elmo, IL 62458**

Breese Road District - 4,800 gals HFE-300 @ \$0.9515 per gallon.

Brookside Road District - 5,000 gals HFE-300 @ \$0.9515 per gallon.

East Fork Road District - 4,700 gals HFE-300 @ \$0.9515 per gallon.

Meridian Road District - 5,000 HFE-300 @ \$0.9515 per gallon.

St. Rose Road District - 5,000 HFE-300 @ \$0.9515 per gallon.

Sugar Creek Road District - 5,150 gals HFE-300 @ \$0.9515 per gallon.

**BE IT FURTHER RESOLVED** that the County Clerk is hereby instructed to furnish the County Engineer with three (3) certified copies of this resolution.

Given under my hand and seal this 21<sup>st</sup> day of April, 2003.

**SEAL**

S/ Thomas LaCaze, County Clerk

#### #04-03-07

**WHEREAS**, bids were taken at a letting held on April 21, 2003 at 10:00 a.m. at the Clinton County Highway Department for the purchase of material;

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board at the regular meeting held this 21<sup>st</sup> day of April, 2003 does hereby make the following awards;

**TO: Don Anderson Co., P. O. Box 227, Hoffman, IL 62250**

20,000 gals RS-2, CRS-2 or HFE-150 @ \$0.835 per gallon.

1,500 gals MC-30 @ \$1.11 per gallon.

**TO: Keyesport Sand & Gravel, R. R. #1 Box 27, Keyesport, IL 62253**

500 tons Bituminous Concrete Surface Course, Superpave Mixture C @ \$32.27 per ton.

500 tons Bituminous Concete Binder Course, Superpave IL-9.5 @ \$32.27 per ton.

500 tons Bituminous Concrete Surface, Type 3, Mixture CL @ \$27.50 per ton.

Given under my hand and seal this 21<sup>st</sup> day of April, 2003.

**SEAL**

S/ Thomas LaCaze, County Clerk

#### #04-03-08

**WHEREAS**, bids were taken at a letting held on April 21, 2003 at 10:00 a.m. at the Clinton County Highway Department for the purchase of bituminous materials required in the maintenance of County MFT Section 03-00000-00-GM Patrol #1:

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board at the regular meeting held this 21<sup>st</sup> day of April, 2003, does hereby make the following awards in accordance with Illinois Department of Transportation policy:

**TO: Don Anderson Co., Inc., P. O. Box 227, Hoffman, IL 62250**

50,000 gals CRS-2 or HFE-150 @ \$0.833 per gallon.

6,000 gals MC-800 @ \$1.095 per gallon.

**TO: Marathon Ashland Petroleum, P. O. Box 35, St. Elmo, IL**

50,000 gals HFE-300 @ \$0.9015

**TO: Keyesport Sand and Gravel, R. R. #1, Box 27, Keyesport, IL**

500 tons Bituminous Concrete Surface Course, Superpave, Mixture C @ \$32.27 per ton. 500 tons Bituminous Concrete Binder Course, Superpave IL-9.5 @ \$ 32.27 per ton.

Given under my hand and seal this 21<sup>st</sup> day of April, 2003.

**SEAL**

S/ Thomas LaCaze, County Clerk

#### #04-03-09

**WHEREAS**, the salary of the County Engineer may be paid from the County's portion of Motor Fuel Tax Funds, and

**WHEREAS**, it is the desire of the Clinton County Board to pay the majority of the salary of the County Engineer from the Motor Fuel Tax Allotment;

**NOW, THEREFORE, BE IT RESOLVED** that the sum of \$80,700 be hereby appropriated from the County's share of Motor Fuel Tax Funds for the payment of the salary of the County Engineer from January 1, 2003 to December 31, 2003.

**BE IT FURTHER RESOLVED** that the County Clerk is hreby requested to submit two certified copies of this resolution to the Department of Transportation through its District Engineer at Collinsville, IL.

Given under my hand and seal this 21<sup>st</sup> day of April, 2003.

**SEAL**

S/ Thomas LaCaze, County Clerk

#### #04-03-10

**GENERAL PERMIT FROM CLINTON COUNTY, ILLINOIS to: U.S. ARMY CORPS OF ENGINEERS, CARLYLE LAKE PROJECT OFFICE**



This agreement made this 21<sup>st</sup> day of April, 2003, between Clinton County Board, State of Illinois, (herein designated "County") and Corps of Engineers (herein designated "Applicant").

**WITNESSETH:**

**THAT WHEREAS**, Applicant intends to construct an underground pressure sewer line consisting of three inch pressure line within a steel sleeve (herein referred to as "sewer line") generally within the limits of Clinton County, Illinois, and more particularly along and/or under a portion of County Highway 15, to serve the Federal Government and customers at Carlyle Lake in said County and to thereafter operate, maintain, repair, renew, extend, and remove said sewer system; and

**WHEREAS**, the sewer system shall be constructed, operated, and maintained in accordance with the rules and regulations promulgated by the IL EPA and in accordance with the laws, resolutions, ordinances, and regulations of the State of Illinois or any branch thereof, including the County of Clinton; and

**WHEREAS**, it is reasonably necessary that certain segments of said sewer system be constructed below the surface and within the limits of certain public roads under the jurisdiction of the County engineer of said County of Clinton (hereinafter referred to as "roadways") in order to efficiently and economically serve the Federal Government at Carlyle Lake and to thereby obtain the greatest welfare and benefit to the public; and

**WHEREAS**, those portions of such roadways to be used are not subject to a highway or street dedication so that the County may require the relocation of any portion of said sewer system should it interfere with the use of said roadway by the public at the sole expense of the Applicant; and

**WHEREAS**, County is willing to grant permission to Applicant to construct said sewer system insofar as it is legally able to do so, within said roadways under its supervision and jurisdiction.

**NOW, THEREFORE**, in consideration of the benefits to be derived by the Federal Government, from the construction and operation of a sewer line, the County hereby grants to Applicant, its successors and assigns, the right and privilege to construct an underground sewer transmission system consisting of a main, and thereafter to operate, maintain, repair, renew, extend and remove said sewer system, subject to the following terms and conditions:

**SECTION 1: ADMINISTRATION**

The County hereby designates and constitutes the County Engineer as its agent to perform all duties and enforce all provisions on behalf of the County under the terms of this General Permit.

**SECTION 2: LIABILITY**

Applicant shall assume all risks and liabilities of any kind or nature accruing from, either during construction or maintenance of said sewer system or resulting therefrom, and shall indemnify, protect, and save harmless County from all claims of every kind and character which arise out of or based upon, or claimed to have arisen out of the construction or maintenance done by Applicant or any of its agents, employees, contractors, or subcontractors pursuant to this permit. The Clinton County Highway Department assumes no responsibility for any damage to the sewer line or above ground appurtenances located on County highway right-of-way. Reasonable care will be taken to avoid damaging the line and all appurtenances.

Applicant shall take all necessary precautions by use of signs, signals, flagmen, or watchmen in accordance with the manual on Uniform Traffic Control Devices to protect the general public and all reasonable measures to cause the least interference with traffic movement along the roadway where construction or maintenance operations are in progress. No equipment may be parked or left unattended on County highway right-of-way.

Applicant shall furnish all material, do all work and pay all costs involved in said construction or maintenance, including those costs specified in Section 3 hereof.

Applicant shall assume all liability for interference in any manner with utilities in, along, under, or upon said roadways during the work pursuant to this permit.

**SECTION 3: RESTORATION OF OR REIMBURSEMENT FOR CONSTRUCTION OR MAINTENANCE DAMAGES**

Upon completion of construction, Applicant shall restore said roadways, as closely as practical, to their present condition. Such restoration shall include the resurfacing of any portion of the improved surface of any roadway disturbed by the construction in accordance with Section 4 hereof. Such restoration shall include the repair or replacement of sidewalks, driveways, guard posts, guard rails, highway reseeding or replanting on the unimproved portion of the roadway disturbed by the construction or maintenance operations in accordance with Section 5 hereof. Such restoration shall include the repair, replacement, or cleaning of any culverts, corrugated metal conduits, or tiles, disturbed by the construction, in accordance with Section 6 hereof.

The County Engineer shall have a period of six (6) months following completion of the construction in which to accept or reject such restoration. In event of rejection, Applicant shall be given written notice thereof, and shall have a reasonable time in which to remedy any deficiency, Applicant may remedy any deficiency, Applicant may remedy any deficiency with its employees, agent, or subcontractors, or it may employ the County Engineer to remedy any deficiency and shall pay reasonable price thereof. In the event restoration is not satisfactorily made, said County Engineer, may remedy any deficiency and forward an itemized statement thereof, which shall be paid by Applicant within thirty (30) days after its receipt thereof.

Applicant shall post a performance guarantee in the amount of \_\_\_\_\_ for a period of one (1) year after completion of construction to the benefit of Clinton County to insure proper maintenance of ditches. This permit is not intended to and grants no authority to Applicant to enter upon lands of other persons or corporations adjacent to the County right-of-way or otherwise.

**SECTION 4: CROSSINGS**

All installation under any County highway shall be made by boring or pushing the casing pipe so the surface, extending from the outer edge of one ditch to the outer edge of the other ditch, shall not be disturbed. The trenches for the borings shall be as far as possible from the edge of the pavement, in the roadway ditches or beyond. All casings shall be approved by the County Engineer.

**SECTION 5: PARALLEL ENCROACHMENTS**

Any mains paralleling a roadway shall be located as far from the improved surface of aid roadway as conditions permit, and, insofar as practical, shall be located at the toe of the backslope of the ditch. Backfilling of parallel trenches shall be with the same material removed from said trenches. All open trenches and ditches shall

be backfilled as soon as possible. Any surplus material from excavations shall be removed from the County right-of-way as soon as possible. All open trenches, ditches, and mounds of earth shall be protected with the proper signs and barricades.

Applicants may remove obstacles and obstructions along said roadways provided that any improvements shall be repaired, replaced, and/or restored to their present condition. Open cuts across driveways shall be refilled with the same materials removed, which shall be compacted and shall be covered with eight (8) inches of the same kind of surfacing material as disturbed. The unimproved portion of any roadways disturbed by the construction shall be reseeded and any trees and bushes within lawn, garden, or landscaped areas removed or damaged during construction shall be replanted unless permission for such removal shall have been first obtained from the adjoining landowner or the County Engineer.

**SECTION 6: DRAINAGE**

All sewer lines shall be laid at a minimum depth of forty-two (42) inches, and if a sewer line is along or across any road ditch, the top of the sewer line shall not be less than thirty-six (36) inches below the bottom level of such ditch. If any drain tile is encountered, the County Engineer shall be notified thereof in writing, and such drain tile shall be restored or replaced at its original elevation.

Upon completion of construction or maintenance operation, the grade of any roadway ditch shall be restored, as closely as practical, to their present condition.

**SECTION 7: EXTENSIONS, ALTERATIONS, AND VARIANCES**

Applicant shall provide the County Engineer with a set of plans before bids are taken for the installation of the sewer line, and the Applicant shall provide the County Engineer with a set of "As Built" plans after all work has been completed.

In the event any sewer lines are extended, or if the location of said lines be altered, or if a variance from the provisions of the permit be made, written permission therefore shall be first obtained from the County Engineer. Upon completion of construction, Applicant shall secure written permission for any additional tap which would require any work on County right-of-way. Permission shall not be unreasonably withheld.

**SECTION 8: NOTICES**

Applicant shall give twenty-four (24) hours notice to Clinton County Highway Department before any excavation on County highway right-of-way. For emergency work, the County Highway Department shall be notified as soon as possible between the hours of 7:30 am and 4:00 pm Monday through Friday.

Notices hereinabove provided shall be deemed properly made if deposited in United States Mail, addressed as follows to:

County Engineer, Clinton County, Carlyle, IL 62231 and Carlyle/Kaskaskia Navigation Project Office, Robert S. Wilkins, Project Manager, 801 Lake Road, Carlyle, IL 62231-9703.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written.

County Board of Clinton County

Applicant

By: S/Ray Kloeckner

S/ Robert S. Wilkins

Attest: S/ Thomas LaCaze

Attest: James R. Crone

**#04-03-12**

**INTERGOVERNMENTAL AGREEMENT W/IL DEPARTMENT OF TRANSPORTATION**

This agreement is by and between Clinton hereinafter called the Governmental Body, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the Department.

**PART 1**

**SCOPE/COMPENSATION/TERM**

A. Scope of Services and Responsibilities. The Department and the Governmental Body agree as specified in Part 5.

B. Compensation. Compensation (if any) shall be as specified in Part 6.

C. Term of Agreement. The term of this Agreement shall be from execution to December 31, 2005.

D. Amendments. All changes to this Agreement must be mutually agreed upon by Department and Governmental Body and be incorporated by written amendment, signed by the parties.

E. Renewal. This agreement may be renewed upon written agreement by the parties.

**PART 2**

**GENERAL PROVISIONS**

A. Changes. If any circumstances or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Non-Appropriation. This Agreement is subject to termination and cancellation in any year for which the General Assembly or the United States Congress fails to make an appropriation to make payments under the terms of this Agreement.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY'S work and applicable records whenever it is in preparation or progress and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of three years after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Subcontracting/Selection Procedure/Employment of Department Personnel. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

Competitive selection procedures shall be used to procure services or materials from any private or non-governmental entity having a total value of more than \$10,000. The Request for Proposal shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost of reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly. The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

### PART 3 FEDERALLY FUNDED AGREEMENTS

This Part shall be applicable only to federally funded Agreements.

A.. Certification Regarding Lobbying. GOVERNMENTAL BODY certifies compliance with Section 319 of Public Law 101-102 covering government wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the GOVERNMENTAL BODY, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

GOVERNMENTAL BODY further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan or cooperative agreement, the GOVERNMENTAL BODY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, US Code, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The GOVERNMENTAL BODY also agrees that GOVERNMENTAL BODY shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors, will certify and disclose accordingly.

B. Civil Rights. As required by 49 USC 5332, as amended, (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 USC 2000d, and US DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7 the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR part 21, as amended; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on basis of race, color, national origin, creed, sex or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity )particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives Federal assistance awarded by the US DOT or FTA as follows:

1. The GOVERNMENTAL BODY assures that each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 USC 5332, as amended, and 49 CFR part 21, as amended, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

2. The GOVERNMENTAL BODY assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 USC 5332, as amended, and 49 CFR part 21, as amended.

3. The GOVERNMENTAL BODY assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with the US DOT or FTA. Upon request by the US DOT, FTA or the DEPARTMENT, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.

4. The GOVERNMENTAL BODY assures that it will make any changes in its 49 USC 5332, as amended, and Title VI implementing procedures as the US DOT, FTA, or the DEPARTMENT may request.

5. As required by 49 CFR 21.7(a)(2), as amended, the GOVERNMENTAL BODY will include in each third party contract or subagreement, provisions to invoke the requirements of 49 USC 5332, as amended , and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

C. Control of Property. GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

D. **Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31, as amended ; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, part 31, as amended.

E. **Debarment.** GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended, GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, GOVERNMENTAL BODY and GOVERNMENTAL Body's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgement rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless GOVERNMENTAL BODY knows the certification is erroneous. GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. Each GOVERNMENTAL BODY may, but is not required to, check the Nonprocurement List. If a GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

F. **Single Audit.** The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that receive \$300,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$300,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from PROVIDING ACCESS TO SUCH RECORDS TO FEDERAL Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the GOVERNMENTAL BODY'S fiscal year.

G. **Drug-Free Workplace.** The GOVERNMENTAL BODY shall comply with the federal Drug-Free Workplace Act, as contained in 42 United States Code Section 702, as amended, and 49 Code of Federal Regulations, Part 29, Subpart F and Appendix C as amended.

H. **Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the US DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR part 26, as amended, to ensure

nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the US DOT. The GOVERNMENT BODY'S DBE program, as required by 49 CFR part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or US DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the US DOT may impose sanctions as provided for under 49 CFR part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 USC 1001, as amended, and/or the Program Fraud Remedies Act, 31 USC 3801 et seq., as amended.

I. Assurance of Nondiscrimination on the Basis of Disability. As required by US DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.0, as amended, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within US DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of US DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 USC 794 et seq, as amended, and the Americans with Disabilities Act of 1990, as amended, 42 USC 12101 et seq. as amended, and implementing US DOT regulations at 49 CFR parts 27, 37 and 38 as amended, and any applicable regulations and directives issued by other Federal departments or agencies.

J. Procurement Compliance Certification. The GOVERNMENTAL BODY certifies that its procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 420.1D, "Third Party Contracting Requirements," as amended and revised, as well as other requirements FTA may issue. The Governmental Body certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

K. Intelligent Transportation Systems Program. In compliance with Section VII of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 Fed. Reg. 1459, January 8, 2001, in the course of implementing an ITS project, the GOVERNMENTAL BODY assures that it will comply, and require its third party contractors and subrecipients to comply with all applicable requirements imposed by Section V (Regional ITS Architecture) and Section VI (Project Implementation) of that Notice.

All of the requirements listed in Part 3, paragraphs A through K apply to the Project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA) or other federal funding sources.

#### **PART 4** **SPECIFIC PROVISIONS**

A. Invoices. The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to the Agreement shall be sent to the following address: IL Department of Transportation, Office of Planning and Programming, 2300 South Dirksen Parkway, Room 307, Springfield, IL 62764, Attention: Juanita S. Akers

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by GOVERNMENTAL BODY prior to July 1<sup>st</sup> of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to GOVERNMENTAL Body on invoices presented after said date. Failure by GOVERNMENTAL BODY to present such invoices prior to said date may require GOVERNMENTAL BODY to seek payment of such invoices through the IL Court of Claims and the IL General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the Department may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, The Department may terminate the Agreement by giving thirty (30) days written notice. IN either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the Governmental BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work. All documents, data and records produced by GOVERNMENTAL BODY in carrying out GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by GOVERNMENTAL BODY.

F. Software. All software and related computer programs produced and developed by GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both DEPARTMENT and GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both DEPARTMENT and GOVERNMENTAL BODY.

G. Confidentiality CLAUSE. Any documents, data, records, or other information given to or prepared by GOVERNMENTAL BODY pursuant to this AGREEMENT shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors, and subcontractors, and shall pay all damages, judgements, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

## **PART 5**

### **Scope of Service/Responsibilities**

#### Clinton County Geographic Information System

The Department will provide funding to the Governmental Body to develop a Geographic Information System (GIS). The GIS will assist the Governmental Body in planning for future transportation needs and projects. The Governmental Body will perform the following activities related to the development of the GIS through the services of a consultant, if necessary, who will provide to the Governmental Body:

#### Items and Services to be Delivered

- Conduct an inventory of existing resources
- Develop recommendations on course of action to develop a GIS
- Have orthophotography services performed for Clinton County
- Develop a base map for Clinton County GIS

#### **Project Deliverables**

Digital deliveries will be delivered in the most recent versions of AutoCAD and/or Arcinfo coverages on CD-ROM, or other mutually agreed upon format. To procure deliveries in a reasonable and consistent time frame, files will be delivered in a manner that considers both time and cost efficiency. The Governmental Body will provide access to the Department of the following:

Digital ortho files for Clinton County.

The data developed through this agreement may be provided to other governmental bodies by either the Department or the Governmental Body without further consultation. Any other distribution shall require the consent of both the Department and the Governmental Body.

**PART 6**  
Compensation for Services

Participation:

State Planning and Research (SPR) Funds		
Federal Funding through Department	\$80,000	80%
Funding through Governmental Body	\$20,000	20%
Total	\$100,000	100%

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**#04-03-13**

BE IT RESOLVED by the County Board of Clinton County, Illinois, that the following described County Highway be improved under the IL Highway Code:

County Highway #8 Damiansville Road, beginning at a point near the intersection with Sugar Creek Lane in the Village of Damiansville at Station 8 + 55 and extending along said route in a northwest direction to a point near Station 37 + 65.89, a distance of approximately 0.551 mile; and

BE IT FURTHER RESOLVED that the type of improvement shall be replace existing structure #014-3003 with a five span (301'-7" long) precast prestressed concrete deck beam bridge and 2.609 feet of roadway realignment consisting of a 22 foot wide bituminous surface on an aggregate base with 6 foot turf shoulders, and shall be designated as Section 88-00047-00-BR and,

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of One Hundred and Fifteen Thousand dollars, (\$115,000.00) from the County's Bridge Fund for the construction of this improvement and,

BE IT FURTHER RESOLVED that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

S/ Thomas LaCaze, County Clerk

**#04-03-13A**

BE IT RESOLVED by the County Board of Clinton County, Illinois, that the following described County Highway be improved under the IL Highway Code:

County Highway #8 Damiansville Road, beginning at a point near the intersection with Sugar Creek Lane in the Village of Damiansville at Station 8 + 55 and extending along said route in a northwest direction to a point near Station 37 + 65.89, a distance of approximately 0.551 mile; and

BE IT FURTHER RESOLVED that the type of improvement shall be replace existing structure #014-3003 with a five span (301'-7" long) precast prestressed concrete deck beam bridge and 2.609 feet of roadway realignment consisting of a 22 foot wide bituminous surface on an aggregate base with 6 foot turf shoulders, and shall be designated as Section 88-00047-00-BR and,

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of Thirty Thousand Dollars \$30,000.00 dollars the County's Matching Fund for the construction of this improvement and,

BE IT FURTHER RESOLVED that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

S/ Thomas LaCaze, County Clerk